

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

LEGAL AD DATE: September 19, 1997

INVITATION FOR BIDS

NO. IFB-98-041-O

SEALED BIDS

FOR

FURNISHING

COCONUT PALM TRIMMING SERVICES

AT VARIOUS OAHU STATE PARKS
DEPARTMENT OF LAND AND NATURAL RESOURCES

will be received up to and opened at 2:00 p.m.

on

October 8, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Alvin Washiashi, telephone (808) 586-0571, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

COCONUT PALM TRIMMING SERVICES
AT VARIOUS OAHU STATE PARKS
DEPARTMENT OF LAND AND NATURAL RESOURCES
IFB-98-041-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	_____
Fax No.: _____	Exact Legal Name of Offeror _____
Payment address, if other than street address at right: _____	Authorized Signature (Original) _____
_____	Title _____
_____	_____
Hawaii General Excise Tax Lic. I.D. No.: _____	Street Address _____
Social Sec. or Federal I.D. No.: _____	City, State, Zip Code _____

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture
State of incorporation: Hawaii _____ *Other _____
*If "other", is corporate seal available in Hawaii? ☐ Yes ☐ No

The following offer is hereby submitted for Coconut Palm Trimming Services at Various Oahu State Parks, as specified herein:

<u>Bid Price Per Tree</u>	<u>Approximate No. of Trees Per Trimming</u>	<u>No. of Trimmings</u>	<u>Estimated Total Bid Price</u>
\$_____	1,136	2	\$_____

Percentage of bid price per tree representing labor costs: _____%

Point of Contact: _____ Telephone: _____

Type C-27 or C-27B License No.: _____

Insurance coverage is carrier by, if applicable:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
Commercial General Liability:	_____	_____	_____
Automobile Liability:	_____	_____	_____
Workers' Compensation:	_____	_____	_____
Temporary Disability:	_____	_____	_____
Prepaid Health:	_____	_____	_____
Unemployment Insurance:	State of Hawaii, Dept. of Labor No.	_____	_____

Current On-Going Contracts. Offeror shall list government and private sector contracts which offeror currently is working on:

Listed below are the names and addresses of government agencies and/or companies for whom the bidder has provided or is currently providing tree trimming services as specified herein:

<u>Name of Firm</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Offeror _____

Bidders to complete the following, where applicable: (For evaluation purposes)

	<u>No. of Workers</u>		<u>Estimated Labor Hours Per Worker Per Trimming</u>		<u>Wage Rate</u>		<u>Estimated Total Bid Price</u>
Tree Trimmer Helper	_____	x	_____	x	\$ 9.98 =		\$ _____
Tree Trimmer-Truck Driver	_____	x	_____	x	10.81 =		_____
Tree Trimmer	_____	x	_____	x	11.71 =		_____
Tree Trimmer-Heavy Truck Driver	_____	x	_____	x	11.71 =		_____
Tree Trimmer-Equipment Operator	_____	x	_____	x	12.18 =		_____
Tree Trimming Supervisor I	_____	x	_____	x	15.11 =		_____
Supervisor II	_____	x	_____	x	16.08 =		_____
Supervisor III	_____	x	_____	x	17.13 =		_____
Est. Total Labor:							\$ _____
Plus Other Costs:						+	_____
Est. Bid Price Per Trimming:							_____
No. of Trimmings:						x	_____ 2
Est. Total Bid Price:						\$	_____
(should be the same as est. total bid price above)							

Offeror _____

SPECIFICATIONS

SCOPE OF WORK

Contractor will provide to the Department of Land and Natural Resources, Division of State Parks, all the necessary services, including furnishing and paying for all labor, equipment, tools and materials to perform all operations in connection with providing tree trimming services of only coconut trees at various State Parks on Oahu as set forth herein. The following are the principal items of work to be performed:

1. Trim and Shape. Remove all dry and excessive fronds, flowers, and nuts from coconut trees. All trees shall be trimmed as shown in Exhibit 1.
2. Removal of trimmings and debris. As work progresses daily, all trimmings and debris shall be removed and hauled away to disposal sites that meet the requirements of local ordinances and regulations applicable to refuse disposal. Any deviation from this requirement must have the prior approval of the Officer-in-Charge. No storage of cuttings, debris or vehicles will be allowed on site.
3. General
 - a. All work must be done between the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding State holidays.
 - b. Upon notification of the work start date for each trimming, Contractor shall submit a tentative schedule for trimming at each park before commencing work. All work for each trimming must be scheduled and trees trimmed within sixty (60) calendar days from notification by the Oahu State Parks District Superintendent after issuance of the Notice to Proceed. No exceptions or deviations from this contract will be allowed. Contractor shall provide the Officer-in-Charge five (5) days advance notice prior to working at any part listed herein.
 - c. Contractor shall provide safety signs, and other barriers and devices necessary for the safety and convenience of the general public. Contractor shall at all times conduct his work to assure the least possible obstruction of public traffic without obstructing the free flow of traffic and public rights-of way.
 - d. Any damage to buildings, structures, vehicles, plants and other items in the area and adjoining properties shall be repaired and/or replaced by the Contractor at his own expense and to the satisfaction of the Officer-in-Charge and the injured party(s).
 - e. All employees requiring access to Washington Place must have pre-approved security clearances. Contractor shall coordinate this requirement with the Oahu State Parks District Superintendent.
 - f. Adverse conditions which may require major field changes not stated in the contract must be reported to the Officer-in-Charge prior to commencement or continuation of work.

SCOPE OF WORK (continued)

- g. No vehicles shall be driven on the grass unless prior written permission is received from the Oahu State Parks District Superintendent.

TREE LOCATIONS

All coconut trees shall be trimmed at each park as listed on the Service Schedule. The Oahu State Parks District Superintendent shall furnish any other pertinent information necessary for the proper execution of the contract, e.g., the specific coconut tree to be trimmed, etc. (Exhibit 1) provides a detailed description of the type of work to be done. Location of parks/project sites are shown in Exhibit 2.

WORK SCHEDULE

The order of work shall be done by the Oahu State Parks District Superintendent as set forth herein; however, scheduling may be subject to change by the Oahu State Parks District Superintendent as the work progresses. All work within a park must be completely finished before commencing work at the next park.

SERVICE SCHEDULE

	<u>Location</u>	<u>Est'd No. of Trees</u>
1.	Heeia State Park	161
2.	Iolani Palace State Monument	127
3.	Kahana Valley State Park	177
4.	Kakaako Waterfront Park	178
5.	Kewalo Basin Park	19
6.	Malaekahana State Recreation Area (Laie & Kahuku Sections)	263
7.	Royal Mausoleum State Monument	6
8.	Sacred Falls State Park	18
9.	Sand Island State Recreation Area	129
10.	State Capitol Grounds	14
11.	Wahiawa Freshwater State Recreation Area	3
12.	Washington Place	41

SPECIAL PROVISIONS

SCOPE

Furnishing coconut palm trimming services at various Oahu State Parks, Department of Land and Natural Resources, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 and included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 and on the internet at <http://www.state.hi.us>.

OFFICER-IN-CHARGE

For the purpose of this contract, Mr. Clyde Hosokawa, the State Parks Program Manager of the Department of Land and Natural Resources, or his appointed representative is designated Officer-in-Charge. Mr. Hosokawa can be contacted at (808) 587-0303.

OAHU STATE PARKS DISTRICT SUPERINTENDENT

For the purpose of this contract, Mr. Francis Nakano is designated Oahu State Parks District Superintendent. Mr. Nakano can be contacted at (808) 587-0333.

CONTRACT TERM

The contract shall be for two scheduled trimmings of coconut palms listed herein subject to the availability of funding prior to June 30, 1998. The Department of Land and Natural Resources will issue a purchase order for each trimming required. The official work start date for each trimming shall be determined by the Oahu State Parks District Superintendent.

BIDDER QUALIFICATION

Bidder must have a type C-27 or C-27-B tree trimming license from the State of Hawaii, Department of Commerce and Consumer Affairs. Contractor shall provide the license number in the space provided on the Offer Form. Award will not be made to any bidder failing to meet this qualification requirement.

Bidder must also have a permanent office location from where he conducts business and where he/she will be accessible to telephone calls regarding complaints or requests that need immediate attention. An answering service is acceptable provided a response is made within four (4) hours of the initial call.

Bidders shall have adequate equipment and number of employees to perform and complete the work specified herein within the period specified, if awarded a contract. Bidders shall provide the information requested on the Offer Form regarding employees and equipment being utilized, and the State shall be the sole judge as to the adequacy of the equipment and employees for the group(s) the offeror is being considered for award.

SITE INSPECTION

Prior to submittal of bid, bidders may inspect the various sites to thoroughly familiarize themselves with existing conditions and the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed.

Bidder inspection is not mandatory; however, submission of bid shall be evidence that the bidder understands the scope of the project and will comply with these specifications if awarded the contract. Arrangements to inspect the job sites may be made by contacting the Officer-in-Charge between the hours of 8 a.m. and 4 p.m., except on weekends and holidays.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Bid price shall include costs for all labor, equipment, materials, applicable taxes and any other expenses incurred to provide the coconut palm trimming as specified herein.

Bidders shall provide the information requested on Offer Form, page OF-3, regarding wage payments. The information provided shall indicate that bidders have included the applicable public employees wages into their offer to compensate their employees for work performed under this contract.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with bidder's sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

BID PREPARATION (continued)

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. It is recommended that bidders mail the application to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For informational purposes, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with bidder's sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, the State will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if a tax clearance by mail cannot be obtained in time to include it with the sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Offer Guaranty. A bid security deposit is not required for this Invitation for Bids. Refer to Section 2.6 of the General Terms and Conditions.

References. Bidder shall list on the Offer Form, companies or government agencies for whom similar tree trimming services has been provided. The State reserves the right to contact the references submitted and to reject the bid of any bidder whose performance on other jobs of this nature has been proven unsatisfactory.

Insurance. Bidder shall provide insurance information as requested on Offer Form, where indicated.

Employees/Equipment. Bidders shall list on the Offer Form where indicated, all employees to be employed, if awarded a contract and the type of work each employee will be performing (e.g. Tree Trimmer helper, Tree Trimmer, etc.). If the offeror classifies any of his employees as other than the attached position descriptions, Contractor shall provide a description of the position and explain why it does not fall into one of the specified categories.

Employees/Equipment (continued)

Bidder shall also list on the Offer Form the equipment to be used during the performance of the work specified. (The State will use this information to determine whether the offeror is able to perform the work within the contact time allowed, and for verifying that Contractor performing the work is paying his employees working under this contract the prevailing public employee wages.)

On-Going Contract(s). Offerors shall list on the Offer From, all on-going contracts that the offeror is involved in at the time of offer submittal. This information will be used as part of the evaluation process to determine group awards.

STATUTORY REQUIREMENTS OF SECTION 103-55, HAWAII REVISED STATUTES (HRS)

Refer to Section 2.8 of the General Terms and Conditions. Bidder shall complete and submit the attached wage certification by which the bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.

Bidders are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the contract, Contractor shall be obliged to provide wages not less than those increased wages.

Contractor shall be further obliged to notify his/her employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rates for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business in an area accessible to all employees, or the Contractor may include such notice with each paycheck of pay envelope furnished to the employee.

Should public employee wages increase during the contract period, the State will make an adjustment to the contract price based on the percentage of the bid price representing labor costs, as provided by the Contractor on the Offer Form.

To assist the bidder in determining whether the work of his/her employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for the State positions that perform tree trimming duties. Effective January 1, 1997 the basic hourly wages paid to these State positions are:

<u>Class</u>	<u>Hourly Rate</u>
Tree Trimmer Helper (BC03)	\$ 9.98
Tree Trimmer (BC07)	11.71
Tree Trimmer-Truck Driver (BC05)	10.81
Tree Trimmer-Heavy Truck Driver (BC07)	11.71
Tree Trimmer-Equipment Operator (BC08)	12.18
Tree Trimmer Supervisor I (F108)	15.11
Tree Trimming Supervisor II (F208)	16.08
Tree Trimming Supervisor III (F308)	17.13

Accordingly, bidder should consider the aforementioned wage rates when preparing his/her quote.

METHOD OF AWARD

Award, if any, will be made to the responsive and responsible bidder submitting the lowest estimated total bid price and taking into consideration the information provided on the Offer Form and the wages to be paid to employees performing work specified herein.

Prior to awarding contract, the State may require verification of the following insurance coverages:

Worker's Compensation
Temporary Disability
Unemployment Insurance
Prepaid Health Care

Upon award, Contractor shall be required to submit to the State Procurement Office a list of all employees to be employed under this contract and the type of work each employee will be performing (e.g. Tree Trimmer Helper, Tree Trimmer, etc.). If the Contractor classifies any of his employees as other than the attached position descriptions, Contractor shall provide a description of the position and explain why it does not fall into one of the specified categories. (The State will use this information for verifying that Contractor is paying his employees working under this contract the prevailing public employee wages.)

CONTRACT EXECUTION

The State shall forward a formal contract to the successful bidder for execution. The contract shall be signed by the successful bidder and returned within ten (10) days after receipt by the successful bidder as specified in Section 3.3 of the General Terms and Conditions. No performance and payment bonds are required.

No work is to be undertaken by the Contractor prior to the issuance of any purchase order. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the work start date.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage
Comprehensive Automobile Liability	BI: \$100,000 per occurrence \$300,000 aggregate
	PD: \$ 50,000 per occurrence \$ 50,000 aggregate

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

START OF WORK

No work shall be undertaken by the Contractor prior to issuance of a purchase order by the Department of Land and Natural Resources and notification by the Oahu State Parks District Superintendent of the official work start date.

TIME OF COMPLETION

The work to be done under these specifications for each trimming shall be completed within sixty (60) calendar days from the official commencement date as specified by the Oahu State Parks District Superintendent. In the event Contractor fails to complete the work within the sixty (60) calendar day period, liquidated damages will be assessed for each State park not completed.

WORKMANSHIP

All work shall be executed in a workmanlike manner, and shall present a neat appearance when completed. All work done shall be subject to inspection and approval of the Officer-in-Charge; all services rendered shall be in accordance with these specifications and provisions.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contracting Officer.

RE-EXECUTION OF WORK

Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

INVOICING

The Contractor(s) shall submit original and three (3) copies of the invoice for services rendered to:

Department of Land and Natural Resources
Division of State Parks
1151 Punchbowl Street, Room 310
Honolulu, Hawaii 96813

All invoices shall reference the contract number assigned to the contract. The invoice shall also list and indicate the actual number of trees trimmed at each park.

Upon submitting the invoice for final payment, the Contractor shall also submit the following:

1. A tax clearance requiring both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. The new tax clearance from DOTAX and IRS must be an original (certified copy is not acceptable), not over 45 days old, and with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.
2. To verify compliance with Section 2.8 of the General Terms and Conditions, Contractor shall submit to the State Procurement Office, payroll documentation for those employees working under this contract. Documentation shall include copies of the employees' time cards or evidence of hours worked, wage rates, payroll records, and other information to verify that Contractor's employees are being paid State of Hawaii prevailing wages while performing work under this contract.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per park for every calendar day the Contractor delays in the completion of work after the required date of said completion.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and the General Terms and Conditions herein, in addition to the recourse stated in Sections 6.11 and 6.17 of the General Terms and Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may utilize all other remedies provided by law.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

